

RECORDING REQUESTED BY:
THE CITY OF SAN DIEGO
AND WHEN RECORDED MAIL TO:

City of San Diego
Attn.: City Planning & Community Investment
Dept. Facilities Financing
1010 2nd Avenue, Suite 600, MS 606F
San Diego, CA 92101

No transfer tax is due as this is a conveyance to a
public agency of less than a fee interest for which no
cash consideration has been paid or received

(THIS SPACE IS FOR RECORDER'S USE ONLY)

DIF FEE DEFERRAL AGREEMENT

THIS FEE DEFERRAL AGREEMENT ("Agreement") is made and entered into as of (MONTH) (DAY) , 20 (YEAR) , by and between (NAME OF DEVELOPER) , a (LIMITED LIABILITY COMPANY OR OTHER TYPE OF COMPANY) ("Owner/Applicant"), and the CITY OF SAN DIEGO, a California municipal corporation and charter city ("City") (collectively, the "Parties") with reference to the following facts:

- A. Owner/Applicant is the owner of that certain real property in the City of San Diego, County of San Diego, State of California, more particularly described on Exhibit "A" attached.
- B. On (MONTH) (DAY) , 20 (YEAR) , by Resolution No. (XXXXXX) , the (COUNCIL OR PLANNING COMMISSION) of the City approved (VESTING TENTATIVE MAP OR OTHER CONDITION OF ENTITLEMENT) No. (XX-XXXX) , known as (NAME OF PROJECT) (the "Project").
- C. Owner/Applicant has applied for building permits on Project No. (PTS XXXXXX) (the "Building Permits") for [e.g., that portion of the Project described as] (PORTRION OF PROJECT) , Lot(s) (LOT NUMBER(S)) , Unit(s) (FOR RESIDENTIAL PROJECTS) , and/or Square Feet (FOR NON-RESIDENTIAL PROJECTS) (the "Project") in the (COMMUNITY PLAN AREA) community.
- D. Upon the issuance of the Building Permits, certain Development Impact Fees ("DIFs") are due and payable pursuant to San Diego Municipal Code section 142.0640. The DIFs applicable to the Building Permits are more particularly described on Exhibit "A" attached.
- E. Pursuant to San Diego Municipal Code section 142.0640(d), the City Manager is authorized to enter into agreements to defer the collection of DIFs (except those DIFs due pursuant to the City's Regional Transportation Improvement Program) for a maximum deferral period of two years or until a request for final inspection is made for the Project, whichever is shorter.
- F. The City has determined the following: deferral of collection of fees encourages economic development vital to the City; payment of the DIFs is adequately secured through this Agreement and the City's right to withhold final inspection until the DIFs are paid; and deferral of the DIFs for the Project would not jeopardize the public health, safety and welfare.
- G. City and Owner/Applicant desire to enter into an agreement deferring payment of the DIFs for a period of two (2) years from the date that this Agreement is signed by all the Parties or until a request for final inspection is made for the Project, whichever is shorter, on all of the terms and conditions of this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. City agrees to defer collection of the DIFs for a period of two (2) years from the date that this Agreement is signed by all the Parties or until request for final inspection for the Project is made, whichever is shorter.
2. Owner/Applicant shall pay a non-refundable fee totaling Three Hundred Dollars (\$300.00) to process this Agreement and a fee deferral release.
3. Owner/Applicant, on behalf of itself and its successors and assigns, agrees to pay the DIFs with a cashiers/certified check concurrent with the request for final inspection for the Project (or the applicable proportional amount of the DIFs upon requesting an appointment for final inspection for a portion of the Project), or within two (2) years from the date that this Agreement is signed by all the Parties, whichever is shorter. A final inspection may not be scheduled until the DIFs are paid.
4. All other rights of the Parties shall remain unchanged, as if the DIFs were paid at the time of issuance of the building permit. Without limiting the generality of the foregoing, the amount of the DIFs payable shall be the amount in effect when this Agreement is executed by the City, plus an automatic increase as set forth in San Diego Municipal Code section 142.0640(c).
5. This Agreement shall be recorded in the Office of the San Diego County Recorder and shall constitute a lien for the payment of the DIFs binding upon, and running with, the Property. If Owner/Applicant sells all or any portion of the Property, Property shall not be released of any obligations under this Agreement relating to the Property or the portion of the Property which is being acquired.
6. The burden of this Agreement shall be released from title to the Property (or an individual lot, parcel or unit within the Property) upon the payment of the DIFs (or the proportionate amount of the DIFs applicable to any such portion of the Property). Within a reasonable time following payment of the DIFs (or the applicable proportional amount of the DIFs), the City shall execute a lien release which shall be in standard form releasing the burden of this Agreement from the title to the Property (or to such portion of the Property).

IN WITNESS WHEREOF, this Agreement is executed by THE CITY OF SAN DIEGO, acting by and through its Mayor, pursuant to Ordinance No. O-19893, authorizing such execution, and by Owner/Applicant.

OWNER/APPLICANT, (NAME OF DEVELOPER)

(SIGNATURE IN BLUE INK)

By: _____ (FULL NAME)

Its: _____ (TITLE OF SIGNATORY)

The CITY OF SAN DIEGO,
a California municipal corporation

By: _____
Facilities Financing Manager

Approved as to form and legality this
_____ day of _____, 20____.

JAN I. GOLDSMITH, City Attorney

By: _____
Deputy City Attorney

NOTE: ALL SIGNATURES MUST INCLUDE NOTARY ACKNOWLEDGMENTS PER CIVIL CODE SEC. 1180 ET.SEQ.

Exhibit “A”
Property Description and List of Fees

Property Description (Legal Description)

(LOT(S) _____ UNIT(S) _____ MAP NO. XX-XXXX RECORDED BY THE SAN DIEGO COUNTY RECORDER ON
MONTH DAY, YEAR AS FILE NO. XXXX-XXXXXXX).

List of Fees and Assessments

PROJECT
NUMBER

DIF⁽¹⁾
PAYMENT DUE

EXAMPLE: PTS XXXXXX

10 UNITS @ \$10,000 PER UNIT = \$100,000

- (1) DIF due shall be the amount in effect when the Fee Deferral Agreement is executed by the City, plus an automatic increase effective July 1st of each year based on the one-year change (from March to March) in the Los Angeles Construction Cost Index as published monthly in the Engineering News Record.